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17 ATTORNEYS FOR PLAINTIFF
18 TARI LABS, LLC

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

16 TARI LABS, LLC,

17 Plaintiff,

18 v.

19 LIGHTNING LABS, INC.,

20 Defendant.

Case No. 3:22-cv-07789-WHO

**PLAINTIFF TARI LABS, LLC'S
STATEMENT OF NON-OPPOSITION
TO DEFENDANT'S MOTION TO
ADJOURN THE FURTHER CASE
MANAGEMENT CONFERENCE
SCHEDULED FOR APRIL 18, 2023**

1 Plaintiff Tari Labs, LLC (“Tari”) respectfully submits this statement of non-opposition to
2 Defendant Lightning Labs, Inc.’s (“Defendant’s”) motion to adjourn the further case management
3 conference scheduled for April 18, 2023 (Dkt. No. 60).

4 Tari is in receipt of Defendant’s requested adjournment and writes to inform the Court that
5 Tari does not object to a modest extension. As a matter of courtesy, Tari is willing to stipulate to
6 requests for adjournments, but notes that in this circumstance, (i) Tari was unaware that Ms.
7 Bannigan would be in-flight at the time of the case management conference scheduled for April 18;
8 and (ii) that the date that Defendants requested Tari’s consent for an adjournment was the date of
9 Defendant’s Chief Executive Officer Elizabeth Stark’s deposition, to which Defendant canceled on
10 a week’s notice and has refused to reschedule. Because Defendant has been unwilling to
11 meaningfully engage in discovery and set depositions in advance of the case management
12 conference, Tari sought assurances in this regard before Tari would consent to any requests for
13 adjournment. Tari makes this filing to briefly put Defendant’s request for an adjournment in the
14 proper context of its lack of good faith cooperation.

15 On March 10, 2023, Tari served upon Defendant its Requests for Production,
16 Interrogatories, and a Deposition Notice for Defendant’s CEO, Ms. Stark. Ms. Stark’s deposition
17 was noticed for March 31, 2023, and Tari offered to discuss scheduling. Defendant neither
18 acknowledged receipt nor objected. Indeed, Defendant ignored the properly served notice until
19 Tari, on March 22, 2023, emailed Defendant in preparation for the deposition that was to occur in
20 one week’s time. The following day, March 23, 2023, Defendant finally responded, informing Tari
21 that Ms. Stark was out of the country.

22 Tari insisted upon a meet and confer to discuss rescheduling the deposition in April, and to
23 ascertain the timing of Defendant’s production of documents due April 10, 2023 or shortly
24 thereafter. The Parties met and conferred on Monday, March 27, 2023. At the meet and confer,
25 Defendant stated that it still had not spoken with Ms. Stark regarding rescheduling her deposition
26 and that she was probably unavailable all of April due to her travel schedule. While Defendant
27 agreed to try to reach Ms. Stark and update Tari in a few days, Defendant further informed Tari that
28

1 it would not be able to substantially comply with its production obligations in advance of Ms.
2 Stark's deposition if scheduled for April.

3 Tari has repeatedly inquired into rescheduling Ms. Stark's deposition, and these requests
4 have been rebuffed. The date of the most recent rebuff was the same date that Defendant informed
5 Tari that Ms. Bannigan was unavailable and requested Tari's consent to an adjournment of the case
6 management conference. Given Tari's concern regarding Defendant's efforts to delay discovery in
7 this case, Tari sought assurances, which Defendant again refused. To date, Defendant has failed to
8 provide an estimate for its date of substantial completion of its discovery obligations or Ms. Stark's
9 availability for a deposition.

10 Tari remains dedicated to working constructively with opposing counsel, and hopes that a
11 resolution is possible without the need for Court intervention.

12
13 Dated: April 7, 2023

Respectfully submitted,

14 BRAUNHAGEY & BORDEN LLP

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16 By: /s/ J. Noah Hagey
J. Noah Hagey

17 *Attorneys for Plaintiff*
18 *Tari Labs, LLC*
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